

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER		PAGE OF 1 39	
2. CONTRACT NO. TOFS-10-B-0003		3. AWARD/ EFFECTIVE DATE 4/22/10		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME PEGGY WRIGHT		9. TELEPHONE NUMBER (No collect calls) 202-435-5791		6. SOLICITATION ISSUE DATE	
9. ISSUED BY Procurement Services Division Department of the Treasury 1425 New York Avenue, N.W. Washington DC 20220				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR: <div style="display: flex; justify-content: space-between;"> <div> <small>NAICS:</small> <small>SIZE STANDARD:</small> </div> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> 8(A) </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO As Indicated On Each Call		16. ADMINISTERED BY OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		17. CODE OFS	
17a. CONTRACTOR/ OFFEROR DIGITAL MANAGEMENT INC. ONE DEMOCRACY PLAZA 6701 DEMOCRACY BLVD. SUITE 500 BETHESDA MD 20817-1563		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		17b. CODE TDF		18b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		GSA Contract #: GS-35F-0854N Data and Document Management Consulting Services in support of OFS. Period of Performance: Base Year 04/20/2010 - 04/20/2011 Option Year 1 - 04/20/2011 - 04/20/2012 Option Year 2 - 04/20/2012 - 04/20/2013 Option Year 3 - 04/20/2013 - 04/20/2014 <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT REF. <input checked="" type="checkbox"/> OFFER DATED <u>4/22/10</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) JAY SUNNY BASAS, CEO		30c. DATE SIGNED 4/20/2010		31b. NAME OF CONTRACTING OFFICER (Type or print) JOSHUA F. GALICKI		31c. DATE SIGNED 4/22/10	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Option Year 4 - 04/20/2014 - 04/20/2015				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTED☐ NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

TOFS-10-B-0003

Data and Document Management Consulting Services

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SECTION I:

STATEMENT OF WORK

Data and Document Management Consulting Services

1.0 Background

In 2009, The United States Department of Treasury (Treasury) decided to incorporate Microsoft collaboration, document management, workflow and reporting tools into its core application architecture to provide a number of technical capabilities that are important to the work of the Department. Key Treasury needs include:

- The ability to develop, track, control, store and search the store of documents that are developed in the course of business. Examples include legal document production, correspondence, contracts, audit and oversight responses.
- The need to create and track various workflows managed by the business. Examples include managing FOIA requests; correspondence tracking; audit/oversight assignment and tracking; and various compliance activities.
- Ability to report business data, render data graphically and provide professional quality reporting packages. Examples include the Management Information report and Chief Investment Office presentations.
- Ability to create electronic team rooms and workrooms to support collaboration and the efficient management of a number of project-like initiatives.
- Ability to store and manage structured data, like trading activity, pricing, and master lists.

In response to these needs, Treasury procured the Microsoft tools - SharePoint, Performance Point, K2/Blackpearl, and SQL server. The Department has identified a requirement for Microsoft-based data and document management consulting services in order to maximize its return on investment through the creative use of these tools. Within Treasury, there is a significant amount of document production requiring sophisticated storage and retrieval functions (e.g. collaboration, document management, workflow, reporting and analytics) to manage the volume of electronic files. Specifically, there is an extensive legal function which must manage its document creation and filing processes. Lastly, Treasury has significant and complex reporting and workflow requirements in order to support its noteworthy mission, and there is a need to integrate documents with its structured data and general data warehouse initiatives.

2.0 Objective and Scope

The objective of this Blanket Purchase Agreement (BPA) is to acquire consulting services to assist Treasury in developing its data and applications architecture and to execute and/or create applications to support its missions. Required capabilities include:

- SharePoint (MOSS7) - based application development
- Integration of SharePoint with other tools such as SQL Server, Performance Point, K2/Blackpearl
- Document management projects with a focus on those executed in a Microsoft environment
- Integration of structured and unstructured data in data warehouse applications
- Development of work-flow based applications
- Experience with legal department/legal matter/legal document management/FOIA
- Data Architecture-oriented projects
- Project management and consulting capabilities
- SharePoint governance and operations
- General web portal development.

The contracted services shall include: strategy, governance, architecture, design, build, configuration and operations of SharePoint and other integrated tools-based-applications (e.g. PerformancePoint, K2 Technologies, SQL Server, etc.).

3.0 Tasks

Treasury may issue orders under this BPA in the following categories:

- 3.1 **Information Technology Planning and Strategy Services** – the Contractor shall provide comprehensive IT planning, strategy and governance for the Treasury's Chief Technology Office. The services shall include an assessment of the Treasury data and document production environment (hardware and software), the development of practical enterprise architecture artifacts, as well as, governance policies and procedures.
- 3.2 **Computer Systems Planning, Design, Build, Configuration, Testing and Deployment Services** – Services shall include (1) the planning and designing of computer systems that integrate computer hardware, software and communication technologies; (2) develop strategy and architecture services required to accomplish the computer system planning and design; and (3) the writing, modifying, testing and deployment support of software.
- 3.3 **Information Technology Operational Support Services** – The Contractor shall provide on-site and/or off-site management and operational support of Treasury operational

applications and other IT requests. The services shall include tier-2 and tier-3 application support, infrastructure support and call center processes and metrics.

- 3.4 **Other Computer Related Services** – the Contractor shall provide services to include information, technical and applications architecture; computer disaster recovery, contingency planning, disaster preparedness/recovery; information assurance and security; independent verification and validation; and any other activities required to ensure that information systems are in compliance with all relevant governmental mandates, such as the Clinger Cohen Act, Government Performance Results Act, Paperwork Reduction Act, Federal Information Security Management Act, and OMB Circulars.

The Contractor shall develop a Program Management Plan that will provide a breakdown of work within tasks, key personnel, work assignments, time allocations, and delivery schedule. This document shall be updated annually and will be required in the Base Year of the lifecycle of this contract and in accordance with Treasury policy. In addition, the Contractor shall develop a Task Order Project Plan for each task order that will, at a minimum:

- Define specific major activities to be performed
- Establish a work schedule for the major activities
- Define work products that will be produced, and
- Establish milestones for formal deliverables.

The contractor shall apply the generally accepted project management practices from the Program Management Institute (PMI) to Treasury efforts, including: scope management, schedule management, staffing management, change management, financial management, communications management, risk management, quality management and procurement management.

Once the Task Order Project Plan is agreed to by both the Contractor and the Contracting Officer technical representative (COTR), changes to the Project Plan can only be made after coordination and joint agreement between the Contractor and the COTR.

4.0 Conflicts Of Interest

- 4.1 The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 C.F.R. Part 31. Further, the Contractor agrees that its future relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this BPA. The Contractor agrees to negotiate in good faith

concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008.

4.2 Prior to work being performed under the first task order, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include but is not limited to the information specified in 31 C.F.R. § 31.211(b)(1) – (b)(6), and shall include at a minimum the following:

- The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. § 31.201;
- The categories of troubled assets owned or controlled by the Contractor including any proposed or actual subcontractor or consultant, or any related entity of the Contractor, if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
- Information concerning all other business or financial interests of the Contractor including its proposed or actual subcontractors or consultants, or the related entities of the Contractor, that could conflict with the Contractor's obligations under this BPA;
- A description of all organizational conflicts of interest and potential conflicts of interest;
- A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
- A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents; and
- A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from consulting for the Treasury in the specific matter. The Contractor shall use Attachment 2 of this Contract to comply with this response submission requirement. Within the certification contained in Attachment 2, the statement that the information provided is "complete and accurate in all material respects" means to the best of the Contractor's knowledge at the time of response submission.

- 4.3 Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination of this BPA for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or in appropriate cases (v) civil or criminal actions.
- 4.4 It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.
- 4.5 In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not advise any parties against the United States in any matter that is the subject of or related to a task order during the term of this BPA and after the end of this BPA; and (2) have all professional staff assigned to work under this BPA receive conflicts training in consultation with the OFS Compliance office. Individuals assigned to work under this BPA shall not provide any services related to the Troubled Asset Relief Program (TARP) to any party during the time the individual is performing work for Treasury.
- 4.6 No later than 10 business days after the effective date of this BPA, or any new task order under this BPA or any revision to this BPA's anticipated work or any task order's statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. § 31.212 for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. The Contractor shall use Attachment 3 of the Contract to comply with this response submission requirement. Contractor agrees not to permit any such individual to perform work under this BPA or task order with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. § 31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. § 31.212(b),

unless the Contractor knows or should have known that the information provided is false or inaccurate.

- 4.7 Before the Contractor accepts a contract, task order, or a modification to this BPA, the Contractor shall certify to the following:
- The Contractor is aware of the prohibitions or paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the retained entity has no information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216; and
 - Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this BPA after the date hereof has certified that he or she:
 - a. Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and
 - b. Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.
 - The Contractor shall use Attachment 4 of the BPA to comply with this response submission requirement.
- 4.8 Before the Contractor accepts a task order, the Contractor shall use Attachment 5 to certify that all organizational and personal conflicts of interest remain adequately mitigated.
- 4.9 The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontractors unless a waiver is requested from, and granted by, the CO.
- 4.10 If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP – including the Final Rule on TARP Conflicts of Interest contemplated by the Interim COI Rule – the Contractor and the Treasury will negotiate in good faith to include appropriate provisions in Contractor’s Amended COI Mitigation Plan to address those additional regulations or guidelines.

5.0 Task Orders and the Task Order Process

All work to be performed under this BPA will commence with the issuance of task orders within the scope of the BPA. This process will commence with the submission of a request for task order proposal submitted via e-mail to the contractor by the Contracting Officer. The request

will specifically identify the Treasury requirements for the project as contained generally in a statement of objectives or specific requirements outlined in a statement of work, identify the project deadline including a detailed project schedule if one exists, and will state the date on which the Treasury needs to receive a response from the contractor for this requirement. The contractor will submit a response to the Contracting Officer or the cognizant Contract Specialist by the requested due date for a task order proposal. The contractor's response shall include a proposed project plan, narrative describing the approach to meet the statement objectives or statement of work, identify key personnel and any resources to be utilized, identify any conflicts of interest for performing the work, and include a detailed breakdown of pricing consistent with the rates established in Section II of the BPA. Upon submission of a proposal for the requirement by the contractor, the Treasury will evaluate the proposal to ensure that all Treasury requirements have been met. Task orders will be in writing and will be issued by the Contracting Officer to include either a performance-based Statement of Objectives (SOO) describes the Treasury's desired outcome(s) or a Statement of Work that defines Treasury's requirement(s).

If utilizing a Statement of Objectives, performance measurements shall be proposed in direct support of the objectives. The individual task order will specify the compensation for meeting, exceeding or failing to achieve the objective to which the parties have agreed. While it is expected that some task orders may include a performance measurement or metric(s), it is recognized that other tasks may not be appropriate for measurement and include a statement of work.

All deliverables (products) will be identified in individual task orders.

Task orders will either be firm-fixed-price, or labor hour.

Task orders will be competed among all BPA holders, unless an exception applies as per FAR 8.405-6. If conducting task order competitions, competing BPA holders will be asked to identify any conflicts of interest for performing the task order work, any unique qualifications the firm may have to perform the work, and proposed reductions (if any) to the labor rates set forth in their respective BPAs. In some instances, Treasury may require expedited responses from BPA holders so as perform work that is imminently needed. Treasury will award to one or more competing BPA holders based on a best value determination, considering each offeror's conflicts of interest for the work, unique qualifications to perform the work, quality of prior work previously performed under the BPA, and proposed pricing. Technical merit will be considered more important than price. After making a best value determination, Treasury will notify the competing BPA holders of the task order award decision.

6.0 Place of Performance

Work performed under this BPA shall be done at the 1801 L Street, NW, Washington, DC, 20036 or at Contractor's facility.

7.0 Government-Furnished Property:

The contractor shall provide all materials, equipment, support, and facilities to fulfill the terms and conditions of this procurement. Under certain and unforeseen circumstances, some equipment, support software, computer time, and facilities may be provided by the U.S. Government as specified in individual task orders.

8.0 Deliverables

The Contractor shall submit all formal deliverables (listed in Table 1 below) to the designated Government Contracting Officer's Technical Representative (COTR). Additional deliverables defined in specific Task Order Project Plans shall be submitted to the COTR and/or the COTR's designee, in accordance with the requirements of individual Task Orders.

Table 1: Schedule of Standard Task Order Deliverables

Deliverable Number	Deliverable	Date Due
1	Program Management Plan	15 Work Days after the Contract award
2	Task Order Project Plan	15 Work Days after Task Order award
3	Monthly Status Report	20 th of Each Month
4	Task Order Summary Report	As Defined in the Task Order Project Plan

All other future deliverables will be in accordance with the scope of work discussed above and will be identified in any resulting task orders issued against the BPA. The specific deliverables required under task orders issued against this BPA will be set forth in the task orders themselves; however, in all cases the deliverables shall be provided to the COTR and the designated

Government Task Manager under this contract. It is anticipated that the deliverables will include the following:

9.0 Travel and Per Diem

- a) Travel expenses shall only be applicable to orders performed on a Labor Hours basis. All task orders issued on a Firm Fixed Price basis shall include any required travel within the fixed price.
- b) For Labor Hour task orders, all non-local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftt.
- c) As a general rule, local travel will not be reimbursed under this BPA. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

10.0 Government-Furnished Property:

Materials, equipment, software, support, and facilities will be provided by the government for on-site personnel only. Remote access to the Treasury network may be provided for contractor personnel required to perform work off-site. All GFP will be identified in individual BPA calls.

11.0 Security and Confidentiality

The security classification for work performed under this agreement is Sensitive But Unclassified (SBU). The documents that will be reviewed and produced are sensitive in nature and shall be protected from unauthorized disclosure. Work on this project requires that Contractor personnel have access to Privacy Act Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. Processing center must be located within the United States and be FISMA compliant.

11.1 Non-Disclosure Requirements

The Contractor and all employees, agents, subcontractors and subcontractor personnel who will have access to OFS documents or data during the performance of their duties under the contract shall execute a Non-Disclosure Agreement and return it to the Contracting Officer before being given access to such information or documents.

11.2 Contractor Personnel Security

11.2.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

The Contractor shall ensure that all applicable personnel working on this task order, including subcontractors, meet the following security requirements for contractors to protect against unauthorized disclosure of Sensitive But Unclassified (SBU) data. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

- 1) All applicable personnel shall be United States citizens or have lawful permanent resident status.
- 2) All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 15-71). Applicable personnel shall not begin working on this Task Order until all security forms have been properly completed and submitted to the Contracting Officer's Technical Representative for processing, as follows:
 - a) Completed fingerprint cards
 - b) Non-disclosure Agreement
 - c) Fair Credit Reporting Act Release
 - d) SF 85-P, "Questionnaire for Public Trust Positions"
- 3) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
- 4) Applicable personnel who undergo NACLC investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The Government reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the NACLC investigation requirement.

11.2.2 FAR 52.204-9 Personnel Identity Verification of Contractor Personnel (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office

of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

12.0 Labor Rates

Labor provided under this BPA and its task orders shall be in accordance with the labor rates and categories provided in Section II of this BPA. Labor rates may be lower than but may not exceed those set forth in the Labor Rate Table.

13.0 52.227-14 -- Rights in Data – General. (Dec 2007)

(a) *Definitions.* As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include

information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that

may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

14.0 Public-Release BPA Version Requirement

The contractor agrees to submit, within ten business (10) days from the date the BPA, or any BPA call, is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed BPA or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the United States Department of the Treasury (Treasury). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed BPA may be properly withheld.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the blanket purchase agreement and individual task orders.

The fixed hourly rates, inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit, are applicable for the BPA period of performance referenced in each column heading.

LABOR RATE TABLE

Onsite Labor Rates

Labor Categories	Base Period Hourly Labor Rate	Option Period 1 Hourly Labor Rate	Option Period 2 Hourly Labor Rate	Option Period 3 Hourly Labor Rate	Option Period 4 Hourly Labor Rate
Program Manager					
SME / Mgmt. Consultant					
Project Manager					
Application Systems Analyst					
Database Analyst					
Technical Writer					
Business Analyst					
Web Programmer					
IT Specialist					
Operations Support Representative					

Offsite Labor Rates

Labor Categories	Base Period Hourly Labor Rate	Option Period 1 Hourly Labor Rate	Option Period 2 Hourly Labor Rate	Option Period 3 Hourly Labor Rate	Option Period 4 Hourly Labor Rate
Program Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SME / Mgmt. Consultant	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Project Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Application Systems Analyst	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Database Analyst	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Technical Writer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Business Analyst	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Web Programmer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
IT Specialist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Operations Support Representative	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SECTION III:

**BLANKET PURCHASE AGREEMENT (BPA) ADMINISTRATION TERMS AND
CONDITIONS**

**1.0 Authority - Contracting Officer, Contracting Officer's Technical Representative
and Contractor's Project Manager**

1.1 Contracting Officer

- a. The Contracting Officer for this BPA is:

Joshua Galicki
Procurement Services Division
U.S. Department of the Treasury
1500 Pennsylvania Avenue, N.W.
ATTN: 799 9th Street N.W., Room 616C
Washington, DC 20002
Phone Number: (202) 622-6418

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this BPA, and notwithstanding any clauses contained elsewhere in this BPA, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the BPA price to cover any increase in cost incurred as a result thereof.

**1.2 DTAR 1052.201-70 Contracting Officer's Technical Representative (COTR)
Designation and Authority (MAR 2002)**

- (a) The contracting officer's technical representative is:

Tammy McClain
Program Analyst
US Department of the Treasury
Office of Financial Stability

9th Floor, Cube 968G
1500 Pennsylvania Avenue, NW
Washington, DC 20220
202-927-9624
Tammy.McClain@do.treas.gov

- (b) Performance of work under this BPA must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the BPA price, or the time required for BPA performance;
 - (4) Changes any of the terms, conditions, or specification(s)/work statement of the BPA;
 - (5) Interferes with the contractor’s right to perform under the terms and conditions of the BPA; or
 - (6) Directs, supervises or otherwise controls the actions of the contractor’s employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the BPA shall be subject to the terms of the clause entitled "Disputes."

1.3 Contractor Project Manager

- a. The Contractor's designated Project Manager for this BPA is:

Name: [REDACTED] ogram Manager

Office No: 240-[REDACTED]

E-Mail Address: [REDACTED]@digitalmanagement.com

- b. The Contractor shall provide a Project Manager for this BPA who shall have the authority to make any no-cost BPA technical, hiring and dismissal decisions, or special arrangement regarding this BPA. The Project Manager shall be responsible for the overall management and coordination of this BPA and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

2.0 Period of Performance

The base period of performance for this BPA shall be one (1) year from the date of contract award. The BPA includes four (4), one-year options to extend the period of performance. The total potential period of performance (if all options are exercised) shall not exceed 5 years.

2.1 52.217-9 Option To Extend The Term Of The Contract (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.

- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

3.0 Payment Schedule

As applicable, a payment schedule will be specified in each task order.

4.0 Deliveries or Period of Performance

- (a) Each task order shall specify the period of performance.
- (b) All deliverables required under each task order shall be shipped F.O.B Destination to the Government address identified in each task order.

5.0 Invoices

- (a) Invoices shall be submitted in an original and two copies to the following address:

VendorPay@do.treas.gov

- (b) A copy of the invoice shall also be submitted to the COTR and Contracting Officer simultaneously.
- (c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.
- (d) Each invoice submitted shall be supported by appropriate documentation as follows:
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the BPA to receive invoices. An invoice must include —
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) BPA number, BPA line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this BPA.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this BPA.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (e) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

6.0 **Key Personnel**

- (a) The Contractor shall use the key personnel set forth in its quote, upon which award of this order shall be based, for performance of the effort set forth under the BPA. In the event that one or more of the personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior relevant skills, which substitutions shall be subject to approval of the Contracting Officer.
- (b) Substitution of Key Personnel -
 - (1) The Contractor shall assign to the BPA those persons whose resumes were submitted with its offer who are necessary to fill the requirements of the

BPA and orders thereunder. No substitutions shall be made except in accordance with this clause.

- (2) The Contractor shall not allow personnel substitutions during the BPA performance period unless the Contractor promptly notifies the Contracting Officer, with a copy to the COTR, and provides the information required by paragraph (3) below. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (3) below.
 - (3) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.
- (c) For purposes of this Blanket Purchase Agreement (BPA), Key Personnel are defined as the contractor's Project Manager and any contractor employee responsible for supervising work under any of the task orders.

Name: [REDACTED] Program Manager (Contractor Project Manager)

Office No: 240 [REDACTED]

E-Mail Address: [REDACTED]@digitalmanagement.com

The Contractor's other supervisory employees, if any, are:

[REDACTED]	Program Manager
[REDACTED]	Subject Matter Expert
[REDACTED]	Project Manager
[REDACTED]	Program Manager/Subject Matter Expert
[REDACTED]	Subject Matter Expert

7.0 Reassignment and Replacement of Contractor Personnel

- (a) The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under any Task Order issued under this BPA is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.
- (b) In the event the Contractor finds it necessary to replace any of the assigned non-key personnel during the performance of a Task Order, the Contracting Officer and Contracting Officer's Technical Representative shall be notified in writing. In cases of Contractor initiated reassignment of non-key personnel, notice shall be provided at least five (5) calendar days prior to reassignment. Replacement personnel shall meet or exceed the relevant qualifications of the originally assigned non-key personnel. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement non-key personnel are subject to the prior written approval of the Treasury's Program or Project Manager.

8.0 Contractor's Proposal

The contractor's quotation, dated March 25, 2010 is incorporated by reference into this blanket purchase agreement. In the event of any inconsistency between the contractor's quotation and the terms of this BPA, the terms of the BPA will control.

ATTACHMENT 1
NON-DISCLOSURE AGREEMENT

Data and Document Management Consulting Services
Conditional Access to Sensitive but Unclassified Information
Non-disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information. I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, sensitive but unclassified information is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I and my company are being granted conditional access contingent upon my execution of this Agreement for the sole purpose of the Data and Document Management Consulting Services BPA. This approval will permit me and my company conditional access to certain information, (documents, memoranda, reports, testimony, deliberations, etc.) and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Treasury Department has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Treasury Department by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information that is provided to us pursuant to this Agreement to anyone, unless we have been advised in writing by the Treasury Department that the individual is authorized to receive it. Should we desire to make use of any sensitive but unclassified information, we will do so in accordance with paragraph 6 of this Agreement. I will submit to the Treasury Department for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge obtained during the course of the work performed in Data and Document Management Consulting Services in order for the Treasury Department to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the Treasury Department, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the Treasury Department, to be placed in secure storage unless it is

determined by Treasury officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to us, Treasury officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes made, those notes will remain in secure storage at the Treasury Department.

7. If I violate the terms and conditions of this Agreement, we understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the Treasury Department.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of the conditional access to sensitive but unclassified information for me and my company. This may serve as a basis for denying me or the company conditional access to Treasury Department information, both classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the Treasury Department from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on Data and Document Management Consulting Services, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which my company has been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name /Title

Date

Signature

ATTACHMENT 2
INITIAL CERTIFICATION FORMAT
ORGANIZATIONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.211]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"), and I certify that the information provided by the Contractor to the Treasury on [Date] regarding organizational conflicts of interest in accordance with 31 C.F.R. §31.211 is complete and accurate in all material respects. In accordance with 31 C.F.R. § 31.211, prior to the award of a relevant contract the Contractor is required to provide Treasury with sufficient information to evaluate any organizational conflicts of interests, which information shall include:

1. The Contractor's, any proposed subcontractor's or consultant's' relationship to any related entities as such term is defined in 31 CFR § 31.201;
2. The categories of troubled assets owned or controlled by the Contractor, any proposed subcontractor or consultant, or any related entity of the Contractor or its proposed subcontractors or consultants, if the contract relates to the acquisition, valuation, disposition, or management of troubled assets;
3. Information concerning all other business or financial interests of the Contractor, its proposed subcontractors or consultants, or the related entities of the Contractor or its proposed subcontractors or consultants, which could conflict with the Contractor's obligations under the contract;
4. A description of all organizational conflicts of interest and potential conflicts of interest;
5. A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
6. A certification that the information provided to the Treasury in response to the above items is complete and accurate in all material respects.

The Contractor understands and agrees to comply with its obligation to:

- During the term of any resultant contract and pursuant to 31 CFR § 31.211(f), continually search for any potential organizational conflict of interest and report any potential organizational conflict of interest to the TARP Chief Compliance Officer within five (5) business days after learning of such potential organizational conflict;
- Retain the information needed to comply with 31 C.F.R. § 31.211 and to support the certifications required by 31 C.F.R. § 31.211 during the term of any resultant contract and for three (3) years following termination or expiration of the such contract, and make such information available to Treasury upon Treasury's request pursuant to 31 CFR § 31.211(h); and.
- Maintain a compliance program designed to detect and prevent violations of federal securities laws and organizational conflicts of interest, if the contract is for the acquisition, valuation, management, or disposition of troubled assets.

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By:

[Provide signature, name, and title of Authorized Officer of the Contractor]

Date:

ATTACHMENT 3
INITIAL CERTIFICATION FORMAT
PERSONAL CONFLICTS OF INTEREST [31 C.F.R. § 31.212] and NONDISCLOSURE [31 C.F.R. § 31.217]

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"). As required pursuant to 31 C.F.R. § 31.212(b), "management officials" and "key individuals" (including subcontractors and consultants, where applicable), as those terms are defined in 31 C.F.R. § 31.201, prior to performing work for the Treasury under the [Insert Contract Number], have provided written information to the Contractor regarding their personal, business and financial relationships, as well as those of their spouses, minor children and other family members with whom they have a close personal relationship that would cause a reasonable person with knowledge of the relevant fact to question the individual's ability to perform, his/her objectivity or judgment in such performance, or his/her ability to represent the interests of the Treasury. Such management officials and key individuals have also certified that they will comply with the requirements in 31 C.F.R. § 31.217(b).

Based on the Contractor's reasonable knowledge and review of the above information provided by such management officials and key individuals, I certify that such management officials and key individuals performing work for Treasury [check the one that applies]:

_____ Do not have personal conflicts of interest, or

_____ Any and all personal conflicts of interest have been neutralized by mitigated measures under the written mitigation plan approved by Treasury or have been waived by Treasury.

The nature of any waived personal conflicts and the date the Treasury approved any such waiver(s) is described below, if applicable:

[Insert description if applicable]

The Contractor understands its obligation to:

- Adopt and implement procedures designed to discover, monitor and report personal conflicts of interest on a continuous basis pursuant to 31 C.F.R. § 31.212(f),
- Report any personal conflict of interest within five (5) business days after learning about such conflict to the TARP Chief Compliance Officer pursuant to 31 C.F.R. §31.212(g),
- Ensure that all management officials performing work under the contract and key individuals have no personal conflicts of interest unless mitigation measures have neutralized the conflict or Treasury has waived the conflict pursuant to 31 C.F.R. § 31.212(a) ; and
- Retain information needed to comply with to 31 C.F.R. § 31.212 and to support the certifications required by to 31 C.F.R. § 31.212 for three (3) years following termination or expiration of the contract, and make such information available to Treasury upon Treasury's request pursuant to 31 C.F.R. §31.212(h).

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By:

[Provide signature, name, and title of authorized officer of the Contractor]

Date:

Revised 5/10/2009

ATTACHMENT 4
INITIAL CERTIFICATION FORMAT
COMMUNICATIONS WITH TREASURY EMPLOYEES [31 C.F.R. § 31.216]

"I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"). The Contractor has obtained certifications regarding 31 C.F.R. § 31.216 from each proposed subcontractor or consultant and each officer, employee, and representative of the Contractor or any proposed subcontractor or consultant who participated personally and substantially in preparing and submitting the proposal.

In accordance with 31 C.F.R. § 31.216(a), during the course of any process for selecting the awardee of an applicable government procurement (at the contract or task order level), the Contractor, its proposed subcontractors and consultants, and the representatives of the Contractor and its proposed subcontractors and consultants shall not:

- directly or indirectly make any offer or promise of future employment or business opportunity to, or engage directly or indirectly in any discussion of future employment or business opportunity with, any Treasury employee with personal or direct responsibility for that procurement;
- offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any Treasury employee, except as permitted by Government-Wide Ethics Rules, 5 CFR Part 2635; or
- solicit or obtain from any Treasury employee, directly or indirectly, any information that is not public and was prepared for use by Treasury for the purpose of evaluating an offer, quotation, or response to enter into an arrangement.

Based on the Contractor's reasonable knowledge and review of the aforementioned certifications, the Contractor certifies that:

1. The Contractor, along with each proposed subcontractor or consultant and all aforementioned officers, employees and representatives, are aware of the prohibitions set forth in 31 C.F.R. § 31.216(a);
2. The Contractor, along with each proposed subcontractor or consultant, to the best of their knowledge after making a reasonable inquiry, have no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a);
3. Each aforementioned officer, employee and representative has no information concerning a violation or possible violation of 31 C.F.R. § 31.216(a); and
4. Each aforementioned officer, employee, and representative will comply with the requirements of 31 C.F.R. § 31.216(a) and will report immediately to the Contractor any information that is gained subsequent to the execution of his/her certification, which concerns a violation or possible violation of 31 C.F.R. § 31.216(a).

I confirm, on behalf of the Contractor, that the Contractor will make information supporting this Certification available to Treasury upon request.

[Name of Contractor]

By: [Provide signature, name, and title of authorized officer of the Contractor]

Date:

ATTACHMENT 5
TARP CONFLICTS OF INTEREST REGULATIONS
TASK ORDER CERTIFICATION FORMAT

I, [Name of Authorized Official], am a duly authorized official of [Name of Contractor] ("Contractor"). I have compared the Contractor's existing conflicts of interest mitigation plan ("Plan") submitted and approved by Treasury on (month/date/year) with the scope of work under the new Task Order [Number]. Based upon my review of the Plan, I certify that [check the one that applies]:

_____ No revisions/amendments are required to the Plan or;

_____ The Contractor has submitted a revised mitigation plan to Treasury that captures all or any necessary revisions or amendments to the Plan.

I also certify that the information provided in the Plan is complete and accurate in all respects as required under 31 C.F.R. Part 31.211(d).

Management officials and key individuals who are "personally and substantially" involved in performing work including subcontractors and consultants under this Task Order have provided written information to the Contractor regarding their personal, business and financial relationships as required under 31 C.F.R. Part 31.212(b).

Based upon the Contractor's reasonable knowledge and review of the information, I certify that management officials and key individuals [check the one that applies]:

_____ Do not have personal conflicts of interest, or

_____ Any and all personal conflicts of interest have been, voided, neutralized, or mitigated under the Contractor's Plan and any revisions/amendments to that Plan or has been waived by the Treasury.

I confirm that management officials and key individuals have provided certifications to the Contractor that comply with the requirements in 31 C.F.R. Section 31.217(b), including any new management officials and key individuals who will perform work under this Task Order.

Based on my reasonable knowledge and review of the certifications obtained from the above management officials and key individuals as required under 31 C.F.R. Part 31.216(b), I certify that the Contractor and the above management officials and key individuals are aware of, and will comply with, the prohibitions set forth in 31 C.F.R. Section 31.216.

I confirm that the Contractor will make the information supporting this Task Order Certification available to Treasury upon request, and retain this information for three years following the termination or expiration of this Task Order.

[Name of Contractor]

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 6
BLANKET PURCHASE AGREEMENT STATUS REPORT

Date: Enter Date
Reporting Period: Enter Date

Contract Information

Contractor Name: Click here to enter Title

Description of requirement: Click here to enter text.

COTR (Government POC): Click here to enter COTR Name

BPA/Task Order Number

Period of Performance (excluding options)

Enter BPA Number (Enter each Task order as a separate entry)

Enter Date from - to

Reporting Period Update

BPA cost summary

Current BPA Obligations: Enter value

Costs incurred through current reporting period: Enter value

Projected cost – next reporting period: Enter value

Remaining funds on contract/order: Enter value

Projected Cost at Order completion: Enter value

Are there any issues completing the BPA within the schedule with available funds and?
YES/NO

If YES, discuss issues: Click here to enter text.

Performance & Deliverables

Describe key transaction during this reporting period.

Enter text

List deliverables produced during this reporting period.

Enter text

Describe significant accomplishments during this reporting period.

BPA Status Report (Continued)

Click to enter text

Describe significant challenges during this reporting period.

Enter text

Subcontracts

List subcontractors performing during this period & incurred costs

Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value
Subcontractor Name	Socioeconomic Category	Incurred Costs	Subcontract Value

Small Business Subcontracting

What actions have you taken to achieve the goals set forth in your subcontracting plan (if applicable) during this reporting period?

Enter text

Is your company on track to achieve its Small Business Subcontracting goals and objectives?

YES/NO

If NO, discuss efforts to increase your level of Small Business Subcontracting:

Enter text.

Include the following Attachments (if required)

Attachment A: List Government Furnished Property on this BPA.

Attachment B: List all contractor personnel that worked on this BPA during the reporting period.